

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR
INTAKE, ASSESSMENT AND CASE MANAGEMENT SERVICES**

FOR VALUE RECEIVED, the receipt and sufficiency of which is acknowledged, this First Amendment to the Interlocal Agreement for Intake, Assessment and Case Management Services (hereinafter referred to as "First Amendment") is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "City") acting by and City Manager or his designee, pursuant to Ordinance No. 2022 _____ passed and approved on the ____ day of _____ 2022, and Alamo Community College District, a Texas public junior college district and local governmental unit doing business as Alamo Colleges District (hereinafter referred to as "ACD"), acting by and through its principal, both of which may be referred to as the "Party" or collectively as the "Parties".

RECITALS

WHEREAS, the Parties entered into that certain Professional Services Agreement for Intake, Assessment and Case Management Services (hereinafter referred to as "Agreement"), dated April 14, 2022, pursuant to Ordinance No. 2022-02-17-0098, to provide services necessary to implement the SA: Ready to Work Program ("Program"), namely intake, initial assessment, and case management services; and

WHEREAS, the Parties now wish to amend the terms and conditions of the Agreement to increase funding under the Agreement to allow for additional direct reimbursement to participants for emergency services and/or expenses.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in the Agreement, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The last sentence of Section 2.2 under **Article II. TERM** is hereby deleted in its entirety and replaced with the following:

A cumulative total not to exceed FIFTY-ONE MILLION, THIRTY-SIX THOUSAND, NINE HUNDRED SIXTEEN DOLLARS AND NO CENTS (\$51,036,916.00) has been contemplated and approved by City Council for this Agreement and any subsequent renewal(s), contingent upon the continued availability of sales tax funding and subject to City's discretion in exercising any such renewal as provided by this Section 2.2.

2. Section 4.1 under **Article IV. COMPENSATION TO CONTRACTOR** is hereby deleted in its entirety and replaced with the following:

4.1 The City has committed and agrees to pay the Contractor a total amount up to THIRTY-NINE MILLION, EIGHT HUNDRED SIXTY-ONE THOUSAND, SIX HUNDRED EIGHTY-TWO DOLLARS AND NO CENTS (\$39,861,682.00) in connection with the Scope of work attached hereto and incorporated herein as Exhibit B, for the initial 3-year contract term.

3. Section 4.1.2 under **Article IV. COMPENSATION TO CONTRACTOR** is hereby deleted in its entirety and replaced with the following:

4.1.2 Up to THREE MILLION, SEVEN HUNDRED THIRY-ONE THOUSAND, THREE HUNDRED FORTY-SIX DOLLARS AND NO CENTS (\$3,731,346.00) of funding shall be used to provide direct reimbursement to participants for emergency services and/or expenses, in accordance with the Scope of Work.

4. All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form, except for the provisions expressly modified by this First Amendment.

This First Amendment has been fully executed as of the date of signature of the last party to sign. The Parties represent, warrant, assure and guarantee that they possess the legal authority to enter into this Agreement and to perform the responsibilities set out hereunder.

CITY OF SAN ANTONIO,
a Texas Municipal Corporation

**ALAMO COMMUNITY
COLLEGE DISTRICT**

Erik Walsh
City Manager
Date: _____

Xavier Urrutia Digitally signed by Xavier Urrutia
Date: 2022.05.10 09:46:38 -05'00'

Name: Xavier Urrutia
Title: Vice Chancellor Economic & Workforce
Development
Date: _____

APPROVED
AS TO FORM ONLY
Ross Laughead
GENERAL COUNSEL (ALAMO COLLEGE)

APPROVED
By Ross Laughead at 9:32 am, May 10, 2022

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY